

AN AGREEMENT made the pt day of JUNE 2020

Particulars

In this agreement the following expressions shall have the following meanings:

1.1	The Licensor	BARNSELEY BUSINESS AND INNOVATION CENTRE LIMITED whose registered office is at Innovation Way Barnsley South Yorkshire S75 1 JL
1.2	The Licensee	SOUTH WESTERN AMBULANCE SERVICE NHS FOUNDATION TRUST (AMBULANCE RADIO PROGRAMME) whose office is at 1 Lower Marsh Waterloo London SE1 7NT
1.3	The Premises	the land and buildings shown for the purpose of identification only edged orange on the plan annexed
1.4	The Building	the part of the Premises shown for the purpose of identification only edged blue on the plan annexed
1.5	The Car Park	the land designated from time to time by the Licensor for parking purposes
1.6	Designated Space	the area shown for the purpose of identification only edged yellow on the plan annexed or such other space within or outside the Building as the Licensor may from time to time in its absolute discretion designate on 28 days' notice to the Licensee
1.7	Designated Parking	the spaces (being suitable and of a sufficient size for parking of private motor cars) within the Car Park as the Licensor may from time to time in its absolute discretion designate on 28 days' notice to the Licensee
1.8	Access Ways	the roads paths entrance halls corridors lifts and staircases of the Premises the use of which is necessary for obtaining access to and egress from the Designated Space and Designated Parking Space or such of them as afford reasonable access and egress as above and as the Licensor may from time to time in its absolute discretion designate on 28 days' notice to the Licensee
1.9	Designated Hours	Sunday to Saturday inclusive or such other hours as the Licensor may from time to time in its absolute discretion determine on 28 days' notice to the Licensee
1.10	Licence Period	the period from the date of this agreement until the date on which the Licensee's rights under clause 2 are determined in accordance with clause 4.1

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| 1.11 | Licence Fee | £2983.10 (Two Thousand Nine Hundred and Eighty Three) pounds per month or such other amount as the Licensor may from time to time determine in its absolute discretion on 3 months' notice to the Licensee |
| 1.12 | The Shared Facilities | The kitchen and toilet facilities shown coloured brown on the plan annexed |

2 Licence

Subject to clauses 3 and 4 the Licensor gives the Licensee the right (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the rights given) to use for the Licence Period during the Designated Hours:

- 2.1 for the purpose Ambulance Trust Communication Services the Designated Space. Any change of use or alteration to the business of the licensee must have the prior written approval of the licensor and any breach of this term will entitle the licensor to determine this Agreement forthwith, and
- 2.2 for the purposes of access to and egress from the Designated Space and Designated Parking Space the Access Ways
- 2.3 The Shared Facilities
- 2.4 The Licensor's Assets as per the attached Schedule I

3 Licensee's Undertakings

The Licensee agrees and undertakes:

- 3.1 to pay to the Licensor the Licence Fee (together with VAT) by Banker's Direct Debit in advance on the first day of each month the first payment (or a due proportion of it apportioned on a day-to-day basis) to be made on the date of this agreement. Details of services provided by the Licensor included in the Licence Fee are shown in the Tenants' Directory of Services annexed.
- 3.2 to deposit with the Licensor as security for the performance and observance of the undertakings contained in this clause £2554.37 (Two Thousand Five Hundred and Fifty Four) such sum to be repayable to the Licensee (less such amount as shall be due to the Licensor in respect of any non-performance or non-observance by the Licensee) within 14 days of the determination of the Licence Period or such longer period as may be necessary to ascertain such amount due to the Licensor. The Licensee will pay to the Licensor a returnable deposit in respect of keys to the designated space at the prevailing rate of £20 per key.
- 3.3 not to bring any furniture equipment goods or chattels onto the Premises without the consent of the Licensor save as may be necessary for the exercise of the rights given in clause 2
- 3.4 to keep the Designated Space and the Designated Parking Space clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of the Licensee's furniture equipment goods and chattels at the end of the Licence Period

- 3.5 not to obstruct the Access Ways or cause the same to become dirty or untidy nor to leave any rubbish on them
- 3.6 not to display any signs or notices at the Designated Space without the prior written consent of the Licensor
- 3.7 not to use the Designated Space Designated Parking Space or Access Ways in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Premises or adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property
- 3.8 not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time, nor to use or store any hazardous materials
- 3.9 to indemnify the Licensor and keep the Licensor indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence any breach of any of the Licensee's undertakings contained in this clause or the exercise or purported exercise of any of the rights given in clause 2
- 3.10 to observe such reasonable rules and regulations as are set out in the Tenants' Directory of Services Annexed or as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Designated Space the Designated Parking Space or the Access Ways
- 3.11 not to impede in any way the Licensor or its officers servants or agents in the exercise of the Licensor's rights of possession and control of the Premises and every part of the Premises
- 3.12 to allow the Licensor such access to the Designated Space and Designated Parking Space as the Licensor shall from time to time require for such purposes as the Licensor in its absolute discretion deems necessary
- 3.13 to keep to the reasonable satisfaction of the Licensor the interior of the Designated Space in good repair condition and decorative order
- 3.14 to return the Designated space to the licensor in tenantable condition (as determined by the licensor) at the end of the licence period. Any rectification work will be carried out to a standard and by a contractor approved by the licensor. Any goods still remaining in the designated space 7 (seven) days after the agreed termination date will be disposed of by the licensor.
- 3.15 not to park motor vehicles owned by the Licensee or employees of or visitors to the Licensee in parking bays designated for use by disabled drivers unless a valid disabled badge is displayed within the vehicle.

4 General

- 4.1 The rights granted in clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3):

- 4.1:1 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in clause 3
 - 4.1 :2 on not less than three months notice given by the Licensor or the Licensee to the other party
- 4.2 notwithstanding clause 4.1 above the Licence shall terminate on the last day of May 2023
- 4.3 the benefit of this licence is personal to the Licensee and not assignable nor shall the Licensee create any sub-licence or charge the benefit of this Licence as security to any person firm or company and the rights given in clause 2 may only be exercised by the Licensee and its employees and customers
- 4.4 the Licensor gives no warranty that the Premises are legally or physically fit for the purposes specified in clause 2
- 4.5 the Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee or any person referred to in clause 4.3 in the exercise or purported exercise of the rights granted by clause 2
- 4.6 any dispute or difference between the Licensee and other persons occupying the bui Iding shall be referred to the Licensor and the decision of the Licensor in respect of such dispute or difference shall be final and binding
- 4.7 the Licensee hereby acknowledges and it is hereby agreed that should the Licence fee be more than twenty one days in arrear (whether lawfully demanded or not) or should the Licensee be in breach of any of the undertakings herein then the Licensor has a right of distraint against all of the goods and belongings of the Licensee in or on the Designated Space and the Designated Parking Space and the Licensor may as agent of the Licensee sell such goods and belongings and the Licensee will indemnify the Licensor against any liability incurred by it to any third party whose property shall have been sold by the Licensor in the mistaken belief held in good faith (which shall be presumed unless the contrary shall be proved) that such property belong to the Licensee AND the Licensor shall be entitled to retain such proceeds of sale absolutely on account of damages for any breach of undertaking herein (but without prejudice to the right of the Licensor to recover any excess monies or damages over and above the proceeds of such sale and any costs incurred)
- 4.8 the Licensee shall be responsible for and keep the Licensor fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Licensor arising directly or indirectly out of any act omission or negligence of the Licensee or any persons at the premises expressly or impliedly with the Licensee's authority or any breach or non-observance by the Licensee of the undertakings or other provisions herein contained or any of the matters to which this Licence is subject
- 4.9 all notices given by either party pursuant to the provisions of this agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at its registered office or last known address

AS WITNESS whereof the parties have set their hands the day and year first before written

SIGNED BY



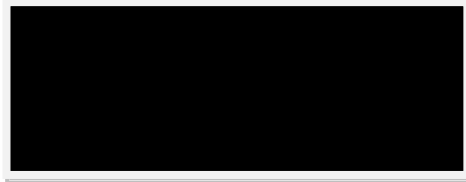
on Behalf of the Licensor in the presence of:



SIGNED BY



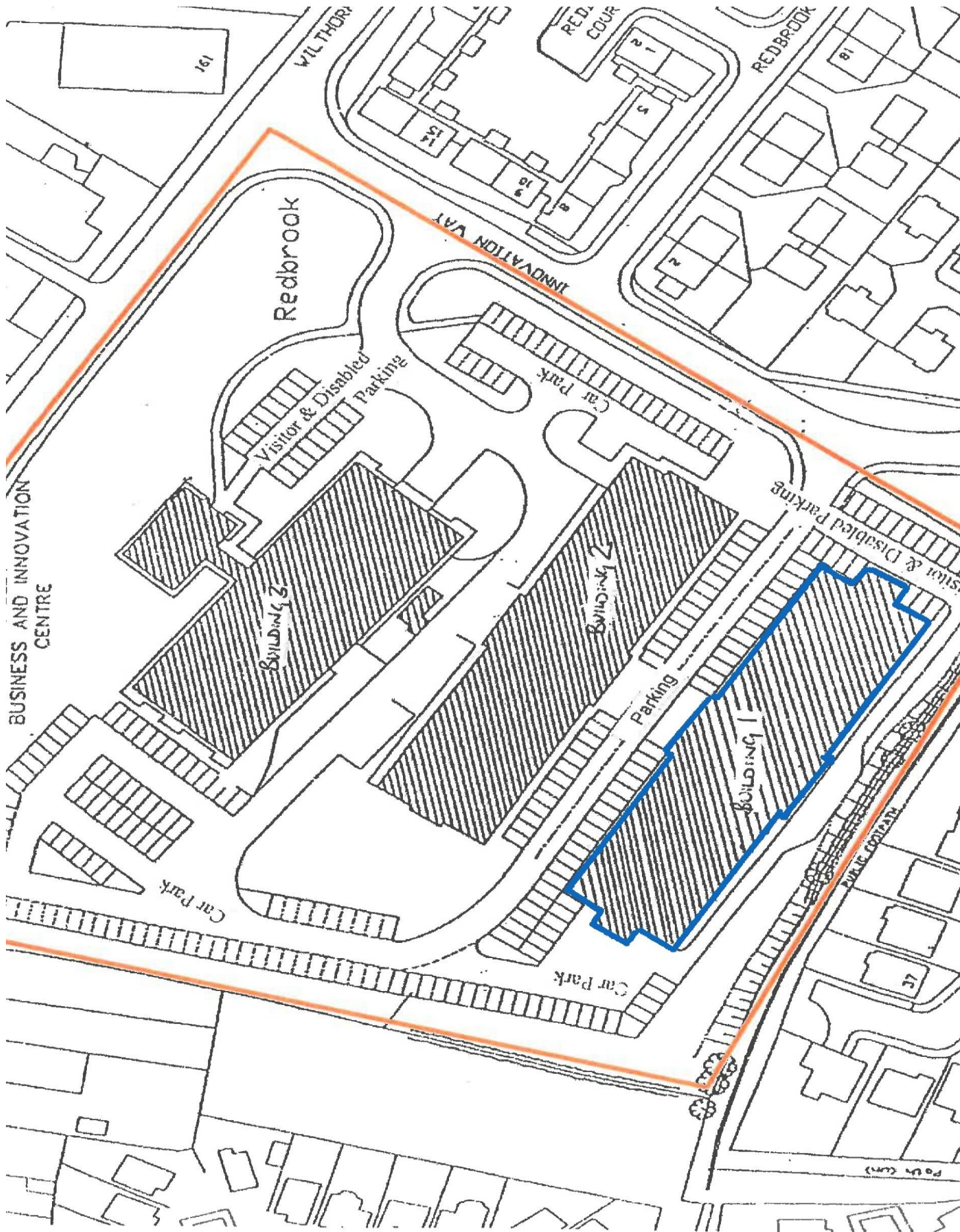
on Behalf of the Licensee in the presence of:



SCHEDULE OF ASSETS

Units 29 & 30 Building 1

- 5 x Black Operator Chairs
- 5 x Beech Radial Desks
- 5 x Beech Pedestals
- 4 x Bookcases (2 Small, 2 Tall)
- 2 x Tall Grey Lockable Cabinets
- 1 x Electric Heater
- 1 x Master Door Key Safe



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